

REMARKS

Reconsideration of the rejections set forth in the office action is respectfully requested. Currently, claims 1-17 are pending in this application.

Rejections under 35 USC 103

Independent claims 1 and 17 were rejected under 35 USC 103 as unpatentable over Birdwell (U.S. Patent No. 6,041,359) in view of Percival (U.S. Patent No. 5,991,816) and further in view of Sanders (U.S. Patent Application Publication No. 2003/0083081). This rejection is respectfully traversed in view of the amendments to the claims and the following arguments.

Birdwell teaches a system in which content servers 22 desiring to broadcast content to clients 24 send requests for reservation of bandwidth on a data network 28 to a broadcast center 26. (See Birdwell at Col. 4, lines 40-52, and more particularly at lines 53-57). Bandwidth reservation requests are stored in a table 48 and a scheduler 49 schedules the bandwidth reservation requests by comparing the requests with other requests that are already stored in the table. (Birdwell at Col. 5, line 63 to Col. 6, line 8). If the scheduler can't accommodate the reservation request, the scheduler will either not make a reservation for the request or will suggest an alternative possible time slot for the transmission. (Birdwell at Col. 7, lines 9-16).

In the rejection, the Examiner cited Birdwell as teaching all limitations of the independent claims with the exception of adjusting the scheduling and reservation of resources to accommodate higher priority transaction requests. However, the Examiner indicted that the general concept of adjusting a schedule and reservation based on priority of traffic was known, citing Sanders.

Applicants respectfully traverse this assertion. Sanders teaches that multiple services may be provided to clients on a wireless network. (Sanders at Paragraph 18). For example, a wireless communication system may provide cellular phone service as well as a short message paging service or dispatch service. (See e.g. Saunders at Paragraph 3). Packet data services may also be offered. Id.

Saunders explains that wireless handsets, at the time, were capable of only participating in one service at a time. (Saunders at Paragraph 5). If a wireless device was already receiving data from one service, and another service wanted to engage the same wireless device at the same time, the conflict between the two services may make it appear to the second service that

the wireless device is turned off. Id. This is undesirable because it provides false information about the wireless device to the second service. Id.

Sanders thus proposed a way for multiple services to be provided to a wireless device. (See e.g. Sanders at Paragraph 17). The way Sanders did this was to provide a service management agent on the network. Id. When a service provider wanted to provide services to a wireless device, the service provider first contacts the service management agent, which will determine whether the service provider can contact the wireless device. Id., (see also Saunders at Paragraph 29). If the wireless device is busy, the service management agent can either tell the new service that the wireless device is busy, or can interrupt the current service if the new service is more important (has a higher priority). Thus Saunders does not schedule resources, but rather allows one service to interrupt another service if it has a higher priority.

The Examiner cited Fig. 3 as an example of how Sanders teaches the general concept of adjusting a schedule and reservation based on priority of traffic. Fig. 3 shows one of the ways in which the service management agent determines whether service can be provided to a wireless device. (Sanders at Paragraphs 29 & 38). This figure is discussed in greater detail in Paragraph 39. As discussed in this paragraph, and as shown in Fig. 3, if a second service is being provided to a particular wireless device, and another service provider sends a request to provide another service to the same wireless device, the service management agent will determine which service should be allowed to be provided to the wireless device.

Thus, the service management agent in Figs. 2 and 3 is dealing with a situation where a first service is currently being provided to a wireless device, and then a second service provider attempts to provide a second service to the same device. Both of these events are happening in real time, so that no reservations are involved. Rather, the service management agent is handling events as they occur. Although Saunders teaches in Fig. 3 that the service management agent may look at which service has priority to determine which service should be provided to the wireless device, this has nothing to do with reservation or adjusting a reservation, but rather simply shows how the service management agent may handle two concurrent requests to provide service to a given wireless device.

Thus, Saunders is not dealing with scheduling reservations according to priority. Rather, Saunders allows a second service to interrupt another service that is being provided to the wireless device. There is no notion in Saunders of making a reservation or scheduling services

to occur at a later time. Rather, Saunders simply allows services to be prioritized such that, if two services happen to attempt to provide service to a wireless device at the same time, the service with the higher priority will be able to provide service to the wireless device, even if it has to interrupt the other service with a lower priority.

Birdwell thus teaches a system that enables content servers to schedule bandwidth on a data network so that the content servers can broadcast data to multiple clients. It enables reservations to be made on the network which are fixed once made. Birdwell does not include a notion of priority or of enabling reservations to be changed. Saunders, by contrast, teaches a system that does not do any scheduling what-so-ever, but rather allows one service to interrupt provision of another service to a wireless device. This is has nothing to do with scheduling, but rather enables one service to preempt another service to cause that service to stop while the higher priority service is active.

Independent claim 1 recites the steps of scheduling delivery of a medical image, reserving network resources on the network for the delivery of the medical image, and adjusting the steps of scheduling and reserving if necessary to accommodate higher priority transaction requests and network conditions. Saunders does not teach or suggest the step of adjusting the scheduling and reserving steps, as admitted by the Examiner in the Office Action. Similarly, Birdwell does not teach or suggest the step of adjusting the scheduling and reserving steps. Rather, Birdwell deals with current events and simply allows one service to interrupt the other. This has nothing to do with scheduling or reserving resources, and certainly does not teach or suggest that a scheduled transmission of a medical image from a data source to a data target and reserved network resources for the transmission should be adjusted to accommodate higher priority transactions.

Percival has not been cited by the Examiner in connection with the reservation aspect, but rather was cited as showing the transmission of medical images on a network. Accordingly, Percival does not make up the deficiency noted above in connection with the combination of Birdwell and Saunders.

Applicants respectfully submit that the subject matter recited in independent claim 1 would not have been obvious over the combination of Saunders, Birdwell, and Percival. Specifically, the combination of these three references does not teach or suggest all limitations of

each this independent claim. Accordingly, applicants respectfully request that the rejection under 35 USC 103 be withdrawn.

The Examiner entered several additional rejections over other combinations of references in connection with rejecting the dependent claims of this application. The dependent claims are believed patentable for the reasons set forth above in connection with independent claim 1. Accordingly, the Examiner is respectfully requested to withdraw the rejections of the dependent claims.

Independent Claim 17

The Examiner did not address the limitations of claim 17 individually, but rather appears to have only addressed the method steps of independent claim 1. Claim 17 has a very different structure than claim 1 and, accordingly, deserves to be addressed individually.

Claim 17 recites a medical image transport service configured to facilitate and coordinate the transmission of a medical image from a data source to a data target on a network. The medical image transport service is recited as having a data management service and a network resource manager. Applicants have reviewed the cited references Birdwell, Saunders, and Percival, and it appears that these three references do not teach or suggest at least the data management service as claimed.

Claim 17 recites “a data management service to perform network topology discovery and path allocation, control the data source and data target, and schedule transmission of a medical image from the data source to the data target.” In Birdwell, the broadcast center is responsible for scheduling transmission of data from the content servers on the data network. However, the broadcast center does not “control the data source and data target” as specified in claim 17. Specifically, the broadcast center does not have control over the content server, but rather simply tells it when it is allowed to transmit data. Control of the content server is retained by the content server such that the content server can determine whether to use the reservation. Additionally, the broadcast center does not control the clients 24, which would be the data targets as used in the claim. Indeed, the whole point of Birdwell is that the clients cannot provide any feedback to the content servers, so a broadcast center is necessary to provide feedback to the content servers. (see Birdwell at Col. 2, lines 2-10). Thus, the broadcast center of Birdwell does not control the data source or the data target.

Similarly Saunders does not teach or suggest a system that has control over a data source or data target. In Saunders, services are operating independent of the service management agent. Thus, the service management agent has no control over when the services want to provide service to the wireless device. Similarly, the service management agent has no control over the wireless device. Rather, it simply allows services to be connected between the service providers and wireless devices. Thus, the service management agent of Saunders, like the broadcast center of Birdwell, does not have control over the data source or data target. Percival similarly does not appear to teach or suggest a data management service. Accordingly, applicants respectfully submit that the combination of Birdwell, Saunders, and Percival fails to teach or suggest each limitation of independent claim 17. The Examiner is thus respectfully requested to withdraw the rejection of this claim under 35 USC 103.

Conclusion

In view of foregoing remarks, applicants respectfully submit that the Examiner failed to show that the combination of references renders the claims, as drafted, unpatentable under 35 USC 103. Accordingly, applicants respectfully submit that the claims of this application are patentable over the art of record and an action to this effect is respectfully requested.

Applicants would welcome an opportunity to discuss this application with the Examiner if the Examiner feels that a telephone interview would further prosecution of this application. Similarly, if the Examiner has any questions or concerns regarding these remarks the Examiner is requested to telephone the undersigned at the telephone number listed below.

Extension of Time

Applicants request a two month extension of time to respond to the outstanding Office Action. Payment of the two month extension of time fee is being submitted herewith. If any additional fees are due in connection with this filing, the Commissioner is hereby authorized to charge payment of the fees associated with this communication or credit any overpayment to Deposit Account No. 502246 (Ref: NN-16421).

Respectfully Submitted

Dated: September 17, 2008

/John C. Gorecki/
John C. Gorecki, Reg. No. 38,471

Anderson Gorecki & Manaras LLP
P.O. Box 553
Carlisle, MA 01741
Tel: (978) 264-4001
Fax: (978) 264-9119